

MISSISSIPPI DEPARTMENT OF REVENUE
IFB # 2013-02
Janitorial Services for Raymond, MS and ABC Facility Gluckstadt, MS
Procurement Department
October 1, 2012

Invitation for Bid

The Purchasing Department is accepting bids for Janitorial Service for the Raymond and Gluckstadt Facilities. To obtain a bid packet you may call (601) 923-7675.

IFB - Janitorial Services
Bid #2013-02 closes November 7, 2012 at 5:00 p.m. (CST)

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MISSISSIPPI DEPARTMENT OF REVENUE
Invitation for Bid for
Janitorial Services
Raymond and Gluckstadt (ABC) Facilities

General Instructions

1.0 Purpose:

The Department of Revenue (referred to as “DOR” or “Department”) is seeking to obtain janitorial services for the upkeep and cleanliness of their offices located at 1577 Springridge Road, Raymond, MS (“Raymond”) and the Alcohol Beverage Control facility located at 1286 Gluckstadt Road, Madison, MS (“ABC”). These sites contain approximately 150,000 square feet of standard office space located at two separate locations. The term of the contract will be approximately one year with the option to renew the contract for up to three one-year renewals as referenced in Section 4.0, Renewal of Contract. The estimated start date for this contract will be January 1, 2013.

It is the intent of the Mississippi Department of Revenue to obtain janitorial service including labor, equipment and professional supervision to do complete routine cleaning of the facilities mentioned to meet the needs of the user; yet, promote the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review all information contained within this Invitation and accompanying attachments. Notifications must be sent to the Department of Revenue if a vendor believes that the information contained in this Invitation is devised in such a manner that would restrict competition. The Purchasing Division may be reached at telephone number (601) 923-7675 or facsimile number (601) 923-7681.

2.0 Procurement Time Line

It is our intent to follow the schedule below in the execution of this invitation for bid; however, DOR reserves the right to amend and/or change the below schedule of events, as it deems necessary.

A.	Invitation for Bid Issue Date:	October 22, 2012
B.	First Publication:	October 22, 2012
C.	Second Publication:	October 29, 2012
D.	Deadline for Submission of Questions:	November 2, 2012, 5:00 pm (CST)
E.	Bid Packet Submission Deadline:	November 7, 2012, 5:00 pm (CST)
F.	Bid Opening:	November 8, 2012, 10:00 am (CST)
G.	Award Notification:	November 13, 2012
H.	Protest Deadline:	November 20, 2012, 5:00 pm (CST)
I.	Contract Start Date:	January 1, 2013

3.0 Review of Facilities

There will be a walk-through to view the Raymond facilities on October 30, 2012, at 9:00 a.m. and the ABC location on October 31, 2012, at 9:00 a.m. All bidders are encouraged to attend. Any bidders not attending the walk-through are prohibited from requesting a separate tour. Any questions arising from the walk-

through must be submitted in writing according to Section 7.3, Procedure for Answering Questions. Failure to visit any worksites, examine drawings, specifications, and instructions will be at bidder's risk. It shall be incumbent upon bidder to understand the specifications.

4.0 Renewal of Contract

The contract may be renewed at the option of the Department upon written notice to the Contractor at least sixty (60) days prior to the contract anniversary date of December 31 for a period of three (3) successive one-year periods under the same price, terms and conditions as in the original contract. The total number of renewal years permitted shall not exceed three (3).

5.0 Janitorial Provider Eligibility Requirements

5.1 Minimum Staff Size

The prospective janitorial provider must have an adequate number of employees to provide complete service to the Raymond and ABC facilities at all times for the coverage listed in Section 6.1 herein. Upon request of the DOR, the prospective janitorial provider must promptly provide a list of employees to the DOR to support this requirement.

5.2 References

As part of its bid, each prospective janitorial provider must furnish contact information of at least four current references for contracts with their largest clients of similar size and scope of services as specified in this IFB. "Largest client" is determined by the revenue paid by the client to the janitorial provider over the past two year period. Failure to list a qualifying client may result in rejection of prospective provider's bid. DOR will contact these clients as references to evaluate the quality of the prospective janitorial provider's past work and management capabilities. Reference information must be provided on Attachment D, as part of the bid package submitted for consideration. References must report the vendor to be of good reputation in providing applicable services. Although DOR requires the provision of a minimum of four references, bidder may submit as many references as desired. References will be contracted in order listed until two references have been interviewed. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. The DOR staff must be able to contact two references for a bidder to be found responsible.

5.3 Business Longevity

Each janitorial provider must have been in the commercial janitorial business a minimum of four (4) years prior to submission of its bid. Please indicate the length of time you have been in business providing professional services as specified in this IFB. Business longevity information must be provided on Attachment D, as part of the bid package submitted for consideration.

5.4 Insurance

Prior to the start of the contract period the janitorial provider must provide the DOR Director of Purchasing certificates from its insurer(s) certifying they have appropriate and comprehensive insurance covering incident(s) and/or damages arising from the janitorial provider's provision of services arising from this

contract. Additionally, DOR shall be named as an additional insured on such required coverage. Such insurance must include the following:

- A. No less than \$1,000,000.00 per occurrence Comprehensive General Liability. The DOR shall be named as an additional insured on the policy.
- B. The janitorial provider shall maintain in effect throughout the contract period workers' compensation insurance sufficient to meet or exceed the statutory minimum requirements of the State of Mississippi covering all persons performing work under this contract. The janitorial provider shall be prepared to provide evidence of required workers' compensation insurance upon request by DOR at any time during the contract period.

All required insurance will be endorsed to provide DOR with 30 days advance notice of cancellation or material change. Each janitorial provider must include an insurance certificate showing this coverage with its bid material or provide proof from its insurance provider that such coverage will be available if the janitorial provider is awarded the contract. The insurance company must be authorized to do business in Mississippi.

5.5 Equipment to be provided (minimum) – must provide a list of all equipment

- A. Raymond Location:
 - Three (3) 16 gallon wet/dry vacuums
 - Commercial/Industrial vacuum cleaners (minimum of five (5))
 - Five (5) 50 foot extension cords
 - Portable trash bins (minimum of three (3))
 - Janitorial Cart
 - Wet mops, dry mops and brooms
 - Carpet extraction system
 - High speed buffers
- B. Gluckstadt (ABC) Location:
 - Commercial/Industrial vacuum cleaners (minimum of one (1))
 - Two (2) 50-foot extension cords
 - Janitorial Cart
 - Wet mops, dry mops and brooms

5.6 Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business with the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by DOR that it has been awarded the contract.

6.0 Janitorial Provider Responsibilities and Duties

6.1 Janitorial Coverage

The janitorial provider shall provide janitorial services eleven and a half (11.5) hours per day at the Springridge Road location and eight (8) hours per day at the ABC facility. Janitorial coverage for each facility should be as follows:

- A. Raymond Office – One janitorial employee on duty eight (8) hours a day five (5) days a week from eight (8:00) a.m. to five (5:00) p.m. except for State Holidays (See Attachment A)

Six (6) janitorial employees on duty three and a half (3.5) hours a day five (5) days a week from five (5:00) p.m. to eight thirty (8:30) p.m. except for State Holidays A supervisor must be available for both day and night shifts. An individual that serves as a supervisor on behalf of the janitorial provider is not prohibited from serving as a janitorial employee.

- B. Gluckstadt (ABC) Office – One janitorial employee on duty eight (8) hours a day five (5) days a week from eight (8:00) a.m. to five (5:00) p.m. except for State Holidays (See Attachment A)

6.2 Janitorial Provider Duties

- A. Establish pay rates for janitorial employees. The janitorial provider's employee pay base rate will be at least \$1.00 above minimum wage. Overtime compensation will be the responsibility of the janitorial provider.
- B. Provide qualified, competent, well trained janitorial employees and supervisors to clean the property of DOR.
- C. If adequate daily personnel are not provided, janitorial provider agrees to deduct \$50.00 per day from the invoice covering the period.
- D. Properly manage and supervise the janitorial employee
- E. Ensure all janitorial duties specified in Attachment B are carried out and implemented
- F. Ensure proper assignment coverage
- G. Ensure all janitorial employees are properly equipped and dressed.
- H. Employees must have picture identification displayed while on the premises.
- I. Provide all materials and uniforms to be utilized by the janitorial employee to provide professional and competent janitorial service.
- J. Have available for immediate use replacement personnel. A forty-eight (48) hour notice must be submitted in writing to DOR with permanent personnel changes.
- K. Remove from duty any janitorial personnel not fully performing their janitorial duties. The DOR reserves the right to request immediate removal of any janitorial employee for whatever reason deemed necessary by our management.
- L. Employ as employees and not as independent contractors or subcontractors all janitorial employees and supervisors.

- M. Communicate with and provide all required and/or reasonably necessary written reports to the designated DOR manager(s), such as time and sign-in sheets.
- N. Perform a background check on every janitorial employee and supervisor, providing services for DOR. Such check shall include the following:
 - 1. Test for substance abuse within seven (7) days of placement at DOR or ABC
 - 2. Criminal records check to uncover criminal convictions and DUI's
 - 3. Nature of previous employment dismissals
- O. Before the janitorial provider begins to provide services under the agreement of the contract the janitorial provider must submit the results of the background investigation to the DOR Director of Purchasing.
- P. Results of background investigation on replacement employee must be submitted to DOR management (Director of Purchasing) forty-eight (48) hours before a janitorial employee is placed on site.
- Q. The DOR reserves the right to reject a janitorial employee based on the results of the background checks.

6.3 Prohibited Conduct

- A. Janitorial employees will not engage or fraternize with the Community Work Center Inmates as outlined in Attachment F.
- B. Flirting or fraternizing with Alcohol Beverage Control personnel, DOR personnel or any person while on duty.
- C. Consuming alcohol or illegal substances while on duty or coming to work under the influence of alcohol or illegal substances.
- D. Personal visitors while on duty.
- E. Excessive personal phone calls while on duty.
- F. DOR or ABC management may ask for immediate removal of a janitorial employee and janitorial provider agrees to remove if there is an issue due to the prohibited conduct.

7.0 Procurement Methodology

7.1 Approach

It is understood that all bids are submitted on the basis of complying with the provisions, terms and specifications set out herein, provided that you can do so under the various government rulings and directives now in effect or which may be issued during the period of the contract. The Department reserves the right to

waive minor technicalities on bid forms and specifications that can be waived or corrected without prejudice to other bidders when it is in the best interest of the Department of Revenue. The Department reserves the right to reject any and all bids, to waive any minor informality in the bids, and, unless otherwise specified by the bidders, to accept any items on the bid.

7.2 Rules of Procurement

All formal bids shall be binding for a minimum of forty-five (45) days after opening. If a bid is withdrawn after opening, the vendor will be removed from the list of eligible bidders for a period of six (6) months.

7.3 Procedure for Answering Questions

- A. All questions concerning this Invitation for Bid or the bid process must be submitted by email to:

Tonya Davis, Director
Purchasing Division
Email: tonya.davis@dor.ms.gov

- B. Questions and request for clarification must be submitted via email during normal business hours by the deadline reflected in Section 2.0, Procurement Time Line
- C. All questions and answers will be answered via email and will be published on the Mississippi Department of Revenue website (www.mdor.ms.gov) in a manner that all bidders will be able to view by the date and time reflected in Section 2.0.
- D. The DOR will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person.

7.4 Bid Amendment or Withdrawal

No bids shall be altered or amended after the specified time for opening bids. If a bid is withdrawn after opening, the bidder will be removed from the list of eligible bidders for a period of six (6) months.

7.5 Amendments to the Invitation for Bid

The Purchasing Division of the Department of Revenue will prepare a written response to all inquiries and forward a copy of it to all persons/companies that have requested a copy of the Invitation for Bid. Respondents shall rely only on this bid and any communication from the Purchasing Division of the Department of Revenue in submitting bids. The Department of Revenue's Purchasing Division shall not be bound by any oral communications; bidders who rely upon any oral communications regarding the Bid do so at their own risk.

7.6 Opening Procedures

Bid openings shall be conducted open to the public. However, they will serve only to open bids. No discussion will be entered into with any vendor/bidder as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. Although all bidders are invited and encouraged to

attend the bid-opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by the bidders. Questions will not be answered as a result of telephone inquiries.

7.7 Bid Evaluation

Contracts and purchases will be made or entered into with the lowest, responsible and responsive bidder meeting specifications. Factors to be considered in determining the lowest, responsible bidder include:

- Price
- Conformity
- Responsibility of Bidder
- Bidder's ability to deliver as per specifications
- Reference response
- Qualified to contract with the State of Mississippi

7.8 Award Notice

The award, if made, will be by the Department of Revenue within forty-five (45) days after the bid. After the Department of Revenue makes the award, official notification will be sent to all participating vendors. This information will only be released in written form. The Department of Revenue will not respond to telephone calls requesting the information. Actions taken by a bidder before the receipt of the official notification will be at the bidder's own risk, and the Department of Revenue will not be responsible for such actions.

7.9 Right to Protest

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Purchasing or the Commissioner of the Mississippi Department of Revenue. The protest shall be submitted in writing within seven (7) days after notification is received. The written protest letter shall contain an explanation of the basis of the protest. A protest is considered submitted when received by the Director of Purchasing or Commissioner of the Mississippi Department of Revenue. To expedite handling the protest, the envelope should be labeled "Protest". Protest filed after normal business hours on the third day will not be considered.

8.0 Submission Procedures

8.1 Forms to be Utilized and Submitted

Bids must be submitted on the forms furnished by DOR, or they will not be considered. Please use the orange mailing label provided to you with the IFB to return your bids. Letters will not be considered a part of your bid. Facsimile transmissions will not be accepted.

8.2 Procedures for Submitting Bid

- A. Each bid packet must be sealed in the envelope with the orange mailing label provided by the Purchasing Department attached in the lower left hand corner of the envelope.
- B. Bids not properly marked in the lower left hand corner and opened by mail personnel prior to the bid opening will be rejected and returned to the bidder.

- C. The original bid packet shall be signed and submitted in a sealed envelope or package to 1577 Springridge Road, Raymond, MS 39154 no later than the time indicated in section 2.0 Procurement Time Line.
- D. The bid form and all attachments must be identified with the name of the bidder.
- E. Failure to submit a bid on the Bid Form (Attachment C) provided will be considered cause for rejection of bid. You may attach other sheets if the space provided is inadequate.
- F. The Department of Revenue reserves the right to decide, on a case-by-case basis, whether to reject a bid with exceptions, modifications or additions outside the parameters set by this IFB, including specifications, as nonresponsive.
- G. Sealed bids should be mailed or hand delivered and labeled as follows:

Janitorial Services for Mississippi Department of Revenue and Gluckstadt (ABC)
Bid No. _____
Mississippi Department of Revenue
Attention: Purchasing Department
1577 Springridge Rd
Raymond, MS 39154
SEALED BID – DO NOT OPEN

OR

Janitorial Services for Mississippi Department of Revenue and ABC
Bid No. _____
Mississippi Department of Revenue
P O Box 22828
Jackson, MS 39225
SEALED BID – DO NOT OPEN

8.3 Bid Labeling and Mailing Address

Each bid submitted must be in a sealed envelope with the orange label attached in the lower left corner of the envelope. Bids not properly marked in the lower left-hand corner and opened by mail personnel prior to the bid opening will be rejected and returned to Bidder.

Bid identification information must be shown as stated below and must be mailed or delivered to the address as listed:

Mail to:
Mississippi Department of Revenue
Purchasing Department
Post Office Box 22828
Jackson Mississippi 39225

Deliver to:

Mississippi Department of Revenue
Purchasing Department
1577 Springridge Road
Raymond MS 39154

8.4 Submission Format

The bid package must be sealed and must contain the following:

- A. Bid Form (Attachment C) – all pricing must be submitted on this form.
- B. References and Business Longevity Statement (Attachment D) – each bidder must furnish a listing of at least four (4) trade references along with the contact person, address and phone number for each. These references must be familiar with the bidders' abilities in the areas involved in this IFB. The DOR will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. DOR will not seek to correct erroneous contact information or track down references. Bidders should verify before submitting their bid that contact information is current for each reference. DOR must be able to contact two references for a bidder to be considered responsive.
- C. Certificate from Secretary of State Office or letter of intent to register.
- D. List of eligible employees
- E. Equipment List
- F. Certification to sign on behalf of the company (Attachment E)
- G. Acknowledgement of amendments or modifications if applicable

All certifications, licenses or requirements as related to section 5.0 Janitorial Eligibility Requirements.

9.0 Terms and Conditions

9.1 Representation Regarding Contingent Fees

The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.

9.2 Acknowledgement of Amendment

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgement must be received by the Mississippi Department of Revenue by the time and at the place specified for receipt of bids.

9.3 Certification of Independent Price Determination

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

9.4 Exceptions and Deviations

Offerors taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form and shall fully describe said exception. Failure to indicate any exception will be interpreted as the offerer's intent to comply fully with the requirements as written. Conditional or qualified offerors, unless specifically allowed, shall be subject to rejection in whole or in part.

9.5 Nonconforming Terms and Conditions:

A bid that includes terms and conditions that do not conform to the terms and conditions in the Request for Bid is subject to rejection as non-responsive. The Mississippi Department of Revenue reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its bid prior to a determination by the Mississippi Department of Revenue of non-responsiveness based on the submission of nonconforming terms and conditions.

9.6 Representation Regarding Gratuities:

The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204, et al. (Gratuities) of the Mississippi Personal Services Contract Rules and Regulations.

9.7 E-Verification Clause

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-verify Program. Contractor agrees to maintain records of such compliance and, upon request of the Department of Revenue, to provide a copy of each such verification to the Department of Revenue. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

- (1) Termination of this Agreement and ineligibility of any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or

- (3) Both--- in the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the Department of Revenue due to contract cancellation or loss of license or permit.

9.8 Prospective Contractor's Representation Regarding Contingent Fees

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

9.9 Applicable Law

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Contractor shall comply with applicable federal, state and local laws and regulations.

9.10 Availability of Funds

It is expressly understood and agreed that the obligation of the Department of Revenue to proceed under this agreement shall be conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Department of Revenue, the Department of Revenue shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. The Department shall compensate contractor for all work performed by contractor prior to the effective date of termination.

9.11 Compliance with Laws

The contractor understands that the Department is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or Local laws. All such discrimination is unlawful and the contractor agrees during the term of the agreement that the contractor will strictly adhere to this policy in its employment practices and provision of services. The contractor shall comply with, and all activities under this agreement shall be subject to, all applicable Federal, State and local laws and regulations, as now existing and as may be amended or modified.

9.12 E-Payment Clause

The contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited

into the bank account of the contractor's choice. The State may, at its sole discretion, require the contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The contractor understands and agrees that the State is exempt from payment of taxes. All payments shall be in United States currency.

9.13 Procurement Regulations

The contract shall be governed by the applicable provisions of the Personal Services Contract Review Board Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, MS, for inspection, or downloadable at www.mspb.ms.gov.

9.14 Stop Work Order

(1) Order to Stop Work: The Procurement Officer, may, by written order to the contractor at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

(a) cancel the stop work order; or

(b) terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the contractor's properly allocable to, the performance of any part of this contract; and

(b) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Attachment A

State Holidays

State holidays are as follow:

January 1

Third Monday of January

Third Monday of February

Last Monday of April

Last Monday of May

July 4

First Monday of September

November 11

Thanksgiving Day – will correspond to the dates proclaimed by the President of the United States

December 25

Attachment B

Janitorial Duties

Every janitorial employee provided pursuant to the contract shall perform the following while on duty.

DAILY DAY SHIFT DUTIES (Raymond and Gluckstadt (ABC) Locations)

GENERAL DUTIES

Clean, disinfect and dry polish drinking fountains
Clean interior, entrance glass and doors
Sweep and damp mop tile floors, vacuum carpet areas, remove spots and stains
Dust furniture to include telephones, desk, chairs and tables in executive areas only
Spot clean furniture
Dust file cabinets in open areas
Empty trash cans and install new liners (furnished by contractor)
Vacuum and spot clean all carpeting
Spot clean wall and light switch covers

REST ROOM DUTIES

Clean and dry polish glass and mirrors
Clean, disinfect and dry polish all toilets, urinals and sinks
Empty and disinfect sanitary containers (Bags for containers furnished by contractor)
Empty waste receptacles and install new liners (furnished by contractor)
Spot clean all walls, doors, light switches and partitions
Refill soap, tissue, hand towels, liners, cups etc and clean all dispensers.
Clean up all spills and overflows
Dust mop and wet mop floors with disinfectant

*The above duties are to be performed at minimum one (2) times daily at the ABC location and minimum three (3) times daily at the Raymond location.

BREAK ROOM DUTIES

Clean, disinfect and dry polish sink and cabinet
Clean interior glass, doors, door frames, walls and light switches
Clean and disinfect tables and chairs
Dry mop, wet mop and remove spots and stains from tile floor
Empty trash cans and install new liners (furnished by contractor)
Wipe down all vending machines
Clean inside of microwave ovens

OUTSIDE DUTIES

Sweep outside entrances
Remove trash and debris from entrance areas daily
Empty smokers' ash cans daily
DAILY NIGHT SHIFT DUTIES (Raymond location only)

GENERAL DUTIES

Empty all trash cans and install new liners daily as required (furnished by contractor)
Wipe spillage from trash can tops
Remove all designated trash to disposal area
Dust mop and wet mop floors
Vacuum and spot clean all carpet areas
Dust furniture to include telephone, desks, chairs and tables
Spot clean furniture

REST ROOM DUTIES

Empty waste receptacles and install new liners (furnished by contractor)
Refill dispensers with soap, tissue, hand towels, liners, cups, etc as needed and clean and disinfect
Dust mop and wet mop floors with disinfectant

BREAK ROOM DUTIES

Clean, disinfect and dry polish sink and cabinet
Empty waste receptacles; replace liners (furnished by contractor)

OTHER WEEKLY, MONTHLY, QUARTERLY DUTIES (Raymond and ABC locations)

Dust baseboards weekly
Remove debris from parking lot weekly
Clean and shampoo carpet areas monthly
Wax and buff tile floors monthly
Clean all wall areas monthly
Pressure washes all entrance areas quarterly
Strip tile floors quarterly

The vendor shall supply all cleaning supplies including waste basket liners, sanitary container bags and any other equipment and/or supplies necessary to perform the duties above. All equipment should be kept in good and proper working condition.

Attachment C

BID FORM

Bid Number: _____

Gentlemen:

Pursuant to the advertisement for bids to be received,
I/We _____ located at _____

submit our bid form for Bid # _____. This bid is made without collusion on the part of any person, firm or corporation.

Year #1 _____

Year #2 _____

Year #3 _____

Year #4 _____

Exceptions and/or Deviations? Yes____ No____

BID#:

Company: _____

Signature: _____

Address: _____

Printed name: _____

Title: _____

Phone: _____

Date: _____

E-mail Address _____

Attachment D

REFERENCES

REFERENCE #1

Name of Company:
Contact Person:
City/State/Zip:
Telephone Number:

REFERENCE #2

Name of Company:
Contact Person:
City/State/Zip:
Telephone Number:

REFERENCE #3

Name of Company:
Contact Person:
City/State/Zip:
Telephone Number:

REFERENCE #4

Name of Company:
Contact Person:
City/State/Zip:
Telephone Number:

Years in Business: Indicate the length of time you have been in business providing the professional services requested in this Invitation for Bid: _____ Year(s) & _____ Month(s)

Attachment E

CERTIFICATION

By signing below, the company representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the terms and conditions, instructions and specifications for the Invitation for Bid and Attachments.
2. The company meets all requirements and acknowledges all certifications contained in the IFB and Attachments.
3. The company agrees to all provisions of the IFB and Attachments.
4. The company will perform the services required at the prices quoted on the bid form (Attachment C)
5. The company represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.

[Please execute and return with Bid materials.]

Company: _____ Signature: _____

Date: _____ Title: _____

Printed name: _____

CHECK LIST FOR SUBMITTING BID

PLEASE BE SURE THE ITEMS CHECKED BELOW ARE SUBMITTED WITH YOUR BID. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE CONSIDERED IRREGULAR AND BE REJECTED.

(X) BID IS ADDRESSED AS PER SAMPLE IN "INSTRUCTIONS"

(X) CORRECT BID NUMBER IS USED IN ADDRESS

(X) "BID FORM" SIGNED AND ENCLOSED

Attachment F

Policies and Procedures Guideline for Community Work Center Inmates

1. All telephone use is strictly prohibited by inmates. Telephone use includes cellular and land telephone lines. Do not allow an inmate to use either your personal or your work telephone. If you see an inmate using someone else's telephone report that immediately to the Work Supervisor or Director.
2. Ensure that all keys, purses and personal items are kept secured away from inmates, preferably under lock.
3. Conversations with an inmate must be limited to "hello, thank you, good bye", etc. If the inmate initiates a conversation with you, respond with I'm sorry, but our rules do not allow us to have a conversation with you.
4. Make certain you do not answer questions about your personal life at anytime and do not discuss your personal life with inmates. If you are asked a work related question, tell the inmate he will have to speak with the Work Supervisor.
5. Do not be flattered by compliments made by inmates.
6. Inmates are not allowed to travel in or work on civilian vehicles.
7. You are prohibited from engaging in any type of intimate relationship with an inmate.
8. If, in the past, you have had a personal relationship with an inmate who has been assigned to the ABC or with an inmate's family, you should notify the Work Supervisor immediately.
9. You shall not buy anything for an inmate or purchase anything from an inmate.
10. You may not give or lend inmates money.
11. You may not give an inmate anything – candy, medicine, cigarettes, snacks, drinks etc.
12. You may not transact any business for an inmate.
13. There will be no contact allowed between an employee and an inmate at break or during lunch.
14. Inmates are not allowed to receive mail, letters, or packages at the job site. You are not allowed to send mail, letters and packages or in any way aid an inmate in contacting someone outside the agency.
15. You are required to notify the Work Supervisor or the Director if an inmate does anything strange, inappropriate or illegal.

Responsibility: Failure to comply with this policy may result in disciplinary action up to and including employment termination.

Employee Signature

Employee Printed Name

Date

Supervisor Signature

Date

SAMPLE CONTRACT FOR COMMERCIAL JANITORIAL SERVICES

This agreement is entered into by the Mississippi Department of Revenue, with offices located at 1286 Gluckstadt Road, Madison, Mississippi, and 1577 Springridge Road, Raymond, Mississippi, (hereinafter collectively referred to as "Department", "DOR" or "State") and _____ (hereinafter "Contractor").

WHEREAS, the Department has a need for professional janitorial services and Contractor agrees to render such services and provide the necessary personnel.

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

PURPOSE:

To provide janitorial services for the Mississippi Department of Revenue at its facilities located at 1286 Gluckstadt Road, Madison, Mississippi (which houses the Alcohol Beverage Control Division of the Mississippi Department of Revenue and will be hereafter referred to as "ABC") and 1577 Springridge Road, Raymond, Mississippi (which will be hereafter referred to as "Raymond").

SCOPE OF SERVICES:

The Contractor will provide services as specified in the Invitation for Bid #2013-02 (hereafter referred to and attached as Exhibit "D").

INSURANCE REQUIREMENTS

The Contractor agrees to secure and maintain comprehensive general liability coverage in the amount of \$1 million per occurrence for the duration of this contract and provide proof of said coverage. Additionally, the Department shall be named as an additional insured on such required coverage. The Department reserves the right to request from carriers, certificates of insurance regarding the required coverage.

The Contractor agrees to secure and maintain workers compensation insurance and provide proof of said coverage for the duration of this contract.

COMPENSATION

As consideration for the performance of this Agreement, the Mississippi Department of Revenue agrees to pay Contractor _____ per month, payable monthly, as billed.

DURATION

The term of this agreement shall begin on January 1, 2013, or upon approval by the Personal Services Contract Review Board, whichever occurs later, through December 31, 2013. The duration of the agreement may be renewed up to thirty-six (36) months as referenced in Renewal of Contract to December 31, 2016.

RENEWAL OF CONTRACTS

The contract may be renewed at the option of the Department upon written notice to the Contractor at least 60 days prior to the contract anniversary date of December 31 for three consecutive one-year periods under the same price, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed three.

STANDARD TERMS AND CONDITIONS

ANTI-ASSIGNMENT/SUBCONTRACTING

The Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

ANTITRUST

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Department all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by the Department under said contract.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal, state and local laws and regulations.

ATTORNEYS' FEES AND EXPENSES

Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligations under this agreement, the Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to the Contractor.

AUTHORITY TO CONTRACT

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to this contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the Department of Revenue to proceed under this agreement shall be conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration

of the program under which funds were provided or if funds are not otherwise available to the Department of Revenue, the Department of Revenue shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. The Department shall compensate contractor for all work performed by contractor prior to the effective date of termination.

CHANGE IN SCOPE OF WORK

The Department may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Department and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Department in writing of this belief. If the Department believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

CLAIMS BASED ON A PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS

(1) Notice of Claim. If any action or omission on the part of a Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (a) the Contractor shall have given written notice to the Procurement Officer or designee of such officer:
 - (i) prior to the commencement of the work involved, if at that time the Contractor knows of the occurrence of such action or omission;
 - (ii) within 30 days after the Contractor knows of the occurrence of such action or omission, if the Contractor did not have such knowledge prior to the commencement of the work or;
 - (iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the Contractor regards the act or omission as a reason which may entitle the Contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer;

- (b) The notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time, the reasons why the Contractor believes that additional compensation, damages, or an extension of time may be remedies to which the Contractor is entitled; and

(c) The Contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

(2) Limitation of Clause. Nothing contained herein shall excuse the Contractor from compliance with any rules of law precluding State officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

(3) Adjustment of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

COMPLIANCE WITH LAWS

The Contractor understands that the Department is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or Local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable Federal, State and local laws and regulations, as now existing and as may be amended or modified.

CONFIDENTIAL INFORMATION

“Confidential Information” shall mean (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and, (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the State. Each party to this agreement agrees to the following:

- (1) to protect all confidential information provided by one party to the other;
- (2) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law; and,
- (3) except as otherwise required by law, not to publish or disclose such information to any third party without the other party’s written permission; and,
- (4) to do so by using those methods and procedures normally used to protect the party’s own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its Subcontractor shall rest with Contractor. Disclosure of any confidential information by the Contractor or its Subcontractor without the express written approval of the Department, shall result in the immediate termination of this agreement.

CONTRACTOR PERSONNEL

The Department shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Contractor. If the Department reasonably rejects staff

or Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the Department in a timely manner and at no additional cost to the Department. The day-to-day supervision and control of the Contractor's employees and Subcontractors is the sole responsibility of the Contractor.

DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by state law. This Section shall survive the termination or completion of this agreement. The parties agree that this Section is subject to and superseded by Mississippi Code Ann. Section 25-61-1, et. seq.

EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which:

- (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by non-parties of ordinary skill in the business of the customer;
- (3) is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on Confidential Information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the State or the Contractor from any non-party, or
- (6) is disclosed with the Disclosing Party's prior written consent.

E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the contractor's choice. The State may, at its sole discretion, require the contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The contractor understands and agrees that the State is exempt from payment of taxes. All payments shall be in United States currency.

E-VERIFICATION

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-verify Program. Contractor agrees to maintain records of such compliance and, upon request of the Department, to provide a copy of each such verification to the Department. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

- (1) Termination of this Agreement and ineligibility of any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or

Both--- in the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the Department due to contract cancellation or loss of license or permit.

FAILURE TO DELIVER

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions the Department, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Department may have.

FAILURE TO ENFORCE

Failure by the Department at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Department to enforce any provision at any time in accordance with its terms.

FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the “Force Majeure Events”). When such a cause arises, the Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

INDEMNIFICATION

To the fullest extent allowed by law, the contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Department, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the contractor may be allowed to control the defense of any such claim, suit, etc. In the event the contractor defends said claim, suit, etc., the contractor shall use legal counsel acceptable to the State. The contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

INDEPENDENT CONTRACTOR STATUS

The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein nor any acts of the State or the Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Department, and the Department shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents or employees. The Department shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Department shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

INTEGRATED AGREEMENT/MERGER

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

MODIFICATION OR RENEGOTIATION

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.

NO LIMITATION OF LIABILITY

Nothing in this Agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

NOTICES

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Carrier:

For the Customer: Commissioner Ed Morgan
Mississippi Department of Revenue
Post Office Box 22828
Jackson, Mississippi 39225

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Department and agreed to by the contractor.

OWNERSHIP OF DOCUMENTS AND WORK PAPERS

The Department shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal Project correspondence. The Contractor shall deliver such documents and work papers to Department upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Department and subject to any copyright protections.

PRICE ADJUSTMENT CLAUSE

- (1) Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
 - (a) by agreement on a fixed price adjustment before commencement of the additional performance;
 - (b) by unit prices specified in the contract;
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or
 - (d) price escalation clause.
- (2) Submission of Cost or Pricing Data. The Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the "Mississippi Personal Service Contract Procurement Regulations."

PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Personal Services Contract Review Board Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, MS, for inspection, or downloadable at www.mspb.ms.gov.

QUALITY CONTROL

The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract.

The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Department.

RECORD RETENTION AND ACCESS TO RECORDS

Provided the contractor is given reasonable advance written notice and such inspection is made during normal business hours of the contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of the contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by the contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the Department, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the Department. The rights of the Department are in addition and without prejudice to any other right the Department may have to claim the amount of any loss or damage suffered by the Department on account of the acts or omissions of the Contractor.

REPRESENTATION REGARDING CONTINGENT FEES

The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Rules and Regulations.

RIGHT TO AUDIT

The contractor shall maintain such financial records and other records as may be prescribed by the Department or by applicable federal and State laws, rules, and regulations. The contractor shall retain these records for a period of three (3) years after final payment or until they are audited by the Department,

whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

SEVERABILITY

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the Agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

STATE PROPERTY

Contractor will be responsible for the proper custody and care of any State-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

STOP WORK ORDER

- (1) Order to Stop Work: The Procurement Officer, may, by written order to the contractor at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:
 - (a) cancel the stop work order; or
 - (b) terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.
- (2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - (a) the stop work order results in an increase in the time required for, or in the contractor's properly allocable to, the performance of any part of this contract; and
 - (b) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

- (3) Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

TERMINATION FOR CONVENIENCE CLAUSE

- (1) Termination. The Procurement Officer may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

TERMINATION FOR DEFAULT CLAUSE

- (1) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.
- (3) Compensation. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

- (4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience." As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier.

- (5) Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

- (6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law, Personal Service Contract Review Board Regulations or under this contract.

THIRD PARTY ACTION NOTIFICATION

Contractor shall give the Department prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the Contractor is considered by the Department unsatisfactory or creates a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by the Department, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Department shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

WAIVER

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

For the faithful performance of the terms of this contract, the parties hereto have caused this contract to be executed by their undersigned authorized representation.

MISSISSIPPI DEPARTMENT
OF REVENUE

CONTRACTOR

J. Ed Morgan, Commissioner

Date:

Date:

Witness:

Witness:

Date:

Date:

Exhibit A

State Holidays

State holidays are as follow:

January 1

Third Monday of January

Third Monday of February

Last Monday of April

Last Monday of May

July 4

First Monday of September

November 11

Thanksgiving Day – will correspond to the dates proclaimed by the President of the United States

December 25

EXHIBIT B

SPECIFICATIONS FOR JANITORIAL SERVICES

JANITORIAL PROVIDER RESPONSIBILITIES AND DUTIES

1.0 Every janitorial employee provided pursuant to the contract shall perform the following while on duty.

1.1 DAILY DAY SHIFT DUTIES (Raymond and Gluckstadt (ABC) Locations)

GENERAL DUTIES

Clean, disinfect and dry polish drinking fountains
Clean interior, entrance glass and doors
Sweep and damp mop tile floors, vacuum carpet areas, remove spots and stains
Dust furniture to include telephones, desk, chairs and tables in executive areas only
Spot clean furniture
Dust file cabinets in open areas
Empty trash cans and install new liners (furnished by contractor)
Vacuum and spot clean all carpeting
Spot clean wall and light switch covers

REST ROOM DUTIES

Clean and dry polish glass and mirrors
Clean, disinfect and dry polish all toilets, urinals and sinks
Empty and disinfect sanitary containers (Bags for containers furnished by contractor)
Empty waste receptacles and install new liners (furnished by contractor)
Spot clean all walls, doors, light switches and partitions
Refill soap, tissue, hand towels, liners, cups etc and clean all dispensers.
Clean up all spills and overflows
Dust mop and wet mop floors with disinfectant

*The above duties are to be performed at minimum one (2) times daily at the ABC location and minimum three (3) times daily at the Raymond location.

BREAK ROOM DUTIES

Clean, disinfect and dry polish sink and cabinet
Clean interior glass, doors, door frames, walls and light switches
Clean and disinfect tables and chairs
Dry mop, wet mop and remove spots and stains from tile floor
Empty trash cans and install new liners (furnished by contractor)
Wipe down all vending machines
Clean inside of microwave ovens

OUTSIDE DUTIES

Sweep outside entrances
Remove trash and debris from entrance areas daily
Empty smokers' ash cans daily

1.2 DAILY NIGHT SHIFT DUTIES (Raymond location only)

GENERAL DUTIES

Empty all trash cans and install new liners daily as required (furnished by contractor)
Wipe spillage from trash can tops
Remove all designated trash to disposal area
Dust mop and wet mop floors
Vacuum and spot clean all carpet areas
Dust furniture to include telephone, desks, chairs and tables
Spot clean furniture

REST ROOM DUTIES

Empty waste receptacles and install new liners (furnished by contractor)
Refill dispensers with soap, tissue, hand towels, liners, cups, etc as needed and clean and disinfect
Dust mop and wet mop floors with disinfectant

BREAK ROOM DUTIES

Clean, disinfect and dry polish sink and cabinet
Empty waste receptacles; replace liners (furnished by contractor)

OTHER WEEKLY, MONTHLY, QUARTERLY DUTIES (Raymond and ABC locations)

Dust baseboards weekly
Remove debris from parking lot weekly
Clean and shampoo carpet areas monthly
Wax and buff tile floors monthly
Clean all wall areas monthly
Pressure washes all entrance area quarterly
Strip tile floors quarterly

The vendor shall supply all cleaning supplies including waste basket liners, sanitary container bags and any other equipment and/or supplies necessary to perform the duties above. All equipment should be kept in good and proper working condition.

EXHIBIT C

Policies and Procedures Guideline for Community Work Center Inmates

- 1.0 All telephone use is strictly prohibited by inmates. Telephone use includes cellular and land telephone lines. Do not allow an inmate to use either your personal or your work telephone. If you see an inmate using someone else's telephone report that immediately to the Work Supervisor or Director.
- 2.0 Ensure that all keys, purses and personal items are kept secured away from inmates, preferably under lock.
- 3.0 Conversations with an inmate must be limited to "hello, thank you, good bye", etc. If the inmate initiates a conversation with you, respond with I'm sorry, but our rules do not allow us to have a conversation with you.
- 4.0 Make certain you do not answer questions about your personal life at anytime and do not discuss your personal life with inmates. If you are asked a work related question, tell the inmate he will have to speak with the Work Supervisor.
- 5.0 Do not be flattered by compliments made by inmates.
- 6.0 Inmates are not allowed to travel in or work on civilian vehicles.
- 7.0 You are prohibited from engaging in any type of intimate relationship with an inmate.
- 8.0 If, in the past, you have had a personal relationship with an inmate who has been assigned to the ABC or with an inmate's family, you should notify the Work Supervisor immediately.
- 9.0 You shall not buy anything for an inmate or purchase anything from an inmate.
- 10.0 You may not give or lend inmates money.
- 11.0 You may not give an inmate anything – candy, medicine, cigarettes, snacks, drinks etc.
- 12.0 You may not transact any business for an inmate.
- 13.0 There will be no contact allowed between an employee and an inmate at break or during lunch.
- 14.0 Inmates are not allowed to receive mail, letters, or packages at the job site. You are not allowed to send mail, letters and packages or in any way aid an inmate in contacting someone outside the agency.
- 15.0 You are required to notify the Work Supervisor or the Director if an inmate does anything strange, inappropriate or illegal.

Responsibility: Failure to comply with this policy may result in disciplinary action up to and including employment termination.

Employee Signature

Employee Printed Name

Date

Supervisor Signature

Date